

EXHIBIT A

PROPOSAL FORM

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

GENERAL INFORMATION

Submitted By: _____

Company Name: _____
(Give exact legal name)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Fax No: _____

Web Page Address: _____

Email: _____

DUNS Number: _____

Federal Tax ID Number: _____

Provide any other names under which Proposer has operated within the last 10 years and length of time under for each: _____

Is Proposer authorized and/or licensed to do business in the state of Wisconsin?

Yes ☐

No ☐

If Yes, list authorizations/licenses:

Where is the Proposer's corporate headquarters located? _____

Does the Proposer anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

Contact Information: List one person who the County may contact concerning your proposal:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Has the Proposer ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organization? If yes, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

The undersigned proposer hereby submits to Austin Straubel International Airport, hereinafter referred to as the Airport, this proposal for the right to operate Food and Beverage Concessions at Austin Straubel International Airport based upon all the terms, covenants and conditions as set forth herein.

The undersigned proposer further agrees to operate a Food and Beverage Concession as set forth in the nonexclusive Concession Agreement and proposes to pay annually to the Airport for the privilege of operating said food and beverage concession those fees as defined in the nonexclusive agreement or the following minimum annual guarantee, whichever is the greater, for each year during the term of the Agreement (not to be less than \$70,000 per year Minimum Annual Guaranteed Amount)

MINIMUM ANNUAL GUARANTEE

Lease Year One \$ _____

Lease Year Two \$ _____

Lease Year Three \$ _____

Lease Year Four	\$ _____
Lease Year Five	\$ _____
Lease Year Six	\$ _____
Lease Year Seven	\$ _____
Lease Year Eight	\$ _____
Lease Year Nine	\$ _____
Lease Year Ten	\$ _____

The proposer further warrants and agrees that:

1. The undersigned has carefully read and fully understands the Concession Agreement and has the capability to carry out all of the concessionaire's responsibilities set forth therein.
2. The undersigned, any partner, or officer who will be in control of food and beverage operations under the Agreements has not been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of operating a restaurant concession business under lease to Brown County.
3. By submission of this proposal, the proposer acknowledges that the evaluators have the right to make any inquiry or investigation it deems appropriate to substantiate information contained in the proposal documents, and authorizes the release to the evaluators of information sought.
4. Proprietary and competitive information received as part of this proposal package or requested by the evaluators, unless otherwise specified, will be held in confidence and will not be subject to public inspection.

If partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign with a corporate resolution authorizing the officer's signature attached hereto.

Date: _____ PROPOSER: _____

(Affix seal if applicable)

EXHIBIT B

QUALIFICATIONS AND EXPERIENCE FORM

Prepare and submit narrative responses to address the following items.

1. Describe Proposer's experience relevant to the scope of concession services contemplated by this RFP, with emphasis upon operation and management experience within an airport, major transportation center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:
 - a. Name and location/address for each;
 - b. Food and Beverage Service concept offered;
 - c. Average annual sales volume;
 - d. Length of time and reason(s) for leaving or closing business; and
 - e. Provide photographs of the interior and exterior for each business listed, if available.
2. Describe Proposer's specific concession experience within an airport setting, if applicable. If Proposer has operated a concession within a County/City facility in the past, include the following:
 - a. Identify the department for which concession services were provided;
 - b. Name and location/address for each;
 - c. Food and Beverage Service concept offered;
 - d. Average annual sales volume;
 - e. Length of time and reason(s) for leaving or closing business; and
 - f. Provide photographs of the interior and exterior for each business listed, if available.
3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.)
4. Additional information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Proposer's qualifications.

5. **References:** Provide three (3) references, **one of which must be from a financial institution** that has provided Proposer with banking services during the past three (3) years. The remaining two (2) shall include references in which Proposer has provided similar services and shall have agreed to Proposer request to serve as a reference on this solicitation. The contact person named should have knowledge of your ability to conduct business as described in the proposal documents and be willing to respond to questions regarding the type, level and quality of service provided by the Proposer:

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Nature of Association: _____

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Nature of Association: _____

Firm/Company Name: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Nature of Association: _____

EXHIBIT C

FINANCIAL PLAN AND OTHER FINANCIAL INFORMATION

Prepare and submit the following items.

1. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three (3) years of the contract term. Include the following:
 - a. Expected annual gross sales;
 - b. Cost of goods sold;
 - c. Operating expenses;
 - d. Net income and cash flow;
 - e. Effect of proposed compensation to the County on net income and cash flow; and
 - f. Major assumptions used in developing the sales projections.
2. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Proposer's proposed improvements and additional start-up costs. Include Proposer's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Be sure to note all improvements; equipment; furnishings and fixtures; architectural design and engineering fees; working capital; initial inventory; and any other capital investments.
3. Please attach a Balance Sheet and Income Statement prepared in accordance with generally accepted accounting principles reflecting your financial condition for the most recently audited fiscal year. An authorized officer or owner of the organization shall sign said statements.
4. Have you ever had a bond or surety canceled or forfeited?

Yes () No ()

If "yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
5. Has your business ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? Yes () No ()

If "yes", state the date, court jurisdiction, amount of liabilities and amount of assets.

6. Have you or Company you represent been involved in litigation in the previous five (5) years as plaintiff or defendant generated from your food and beverage concession agreements?

Yes ()

No ()

If "yes", state the date, court jurisdiction, case number and outcome. This response should include litigation under the current entity, and d/b/a's thereof and any litigation involving the officers or majority stockholders.

7. Provide any other supplemental information, as proposer you feel is pertinent to the proposal submitted.

EXHIBIT D

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

CONCESSION PLAN

Prepare and submit the following items.

1. Restaurant Development Plan. Describe Proposers proposed plan for food and beverage service concession to include the following:
 - a. Food and Beverage Service concept, brand and theme;
 - b. Proposed menu and approximate price range for each menu category; and
 - c. Visual presentation.
2. Design of Facilities Plan. Describe Proposers plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:
 - a. Photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.
 - b. Identify proposed architectural design team, specifying prior experience in the design of food service facilities (including resumes and project experience).
3. Attach a copy of the proposed menu for the food/beverage, catering services, including alcoholic and non-alcoholic beverages indicating portion sizes, suggested prices and name brands.
4. Marketing and Customer Service. Attach a description of the marketing program proposed for use in operations, with emphasis on measures designed to obtain maximum patronage during peak and non-peak periods as well as seasonal traffic periods.
5. Provide hours of operation proposed.
6. Additional information. Provide any additional plans and/or relevant information about Proposers approach to providing the required services.

EXHIBIT E
AUSTIN STRAUBEL INTERNATIONAL AIRPORT
GENERAL INFORMATION

Green Bay, Wisconsin

Green Bay is located in Northeastern Wisconsin at the junction of the Fox and East Rivers, which empty into the bay of Green Bay off of Lake Michigan. The City is 114 miles north of Milwaukee, 204 miles North of Chicago, and 284 miles East of Minneapolis-St. Paul. The City of Green Bay is in Brown County and is 44 square miles in size. It is part of a 196 square mile urban area including Allouez, Ashwaubenon, DePere, Howard, Ledgeview, Hobart, Suamico and Bellevue.

Austin Straubel International Airport

Austin Straubel International Airport, located seven miles Southwest of downtown Green Bay, is ranked as the 3rd largest airport in Wisconsin in terms of the passengers enplaned and deplaned. Austin Straubel handled **844,360** passengers in and out for the calendar year 2008. In addition, over **59,022** general aviation aircraft movements were recorded at Austin Straubel in calendar year 2008.

Four (4) airlines currently serve Green Bay with an average of 44 scheduled commercial flights per day. Two (2) fixed base operators provide services for general aviation at the Airport. Austin Straubel is one of only two designated international airports in Wisconsin.

EXHIBIT F
STATISTICAL INFORMATION

TABLE I
PASSENGER STATISTICS AT AUSTIN STRAUBEL INTERNATIONAL AIRPORT
2003-2009

<u>CALENDAR YEAR ENDING:</u>	<u>ENPLANED PASSENGERS</u>	<u>DEPLANED PASSENGERS</u>	<u>TOTAL</u>
2009 (10 Months)	303,725	302,118	605,843
2008	423,504	420,856	844,360
2007	450,472	446,865	897,337
2006	455,514	451,116	906,630
2005	433,183	435,038	868,221
2004	413,312	415,859	829,171
2003	393,777	393,973	787,750

TABLE II
RESTAURANT CONCESSION – ANNUAL GROSS RECEIPTS

2009	425,787 – (9 months)
2008	770,306
2007	810,342
2006	836,674
2005	713,943
2004	713,215
2003	681,264
2002	637,936
2001	561,027
2000	576,139

(Validity of Information – The information provided herein may be of value to bidders in estimating revenue potential, however, Brown County assumes no responsibility and does not guarantee the validity of the statistics.

EXHIBIT G
SELECTION CRITERIA
Project # 1389

Responses to this RFP will be evaluated according to the following criteria:

1. Proposal Evaluation Process

The following steps will be observed in the evaluation of the proposals:

- Brown County will establish a proposal evaluation committee;
- The proposal evaluation committee will review all proposals received and score the proposals in accordance with the predefined scoring methodology;
- Composite scores will be developed summarizing the individual scoring efforts of each proposal evaluation team member;
- The proposals will be ranked by composite score;
- Proposers may be invited for an interview.

2. Proposal scoring methodology

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual proposals. Points will be awarded on the basis of the following factors:

Specifications	Points
1. Experience and Qualifications	15
2. Concept and Theme Development	30
3. Financial Capabilities	20
4. Compensation Schedule	20
5. Design and Quality Improvements	15
6. ACDBE Requirements	Pass/Fail

Following is an explanation of the above stated specifications:

1. Experience and Qualifications

This criterion considers the Proposer's experience and qualifications based on an assessment of its prior experience at Austin Straubel International Airport or other airports or similar high-traffic venues. This criterion includes, but is not limited to factors such as the comparative size and performance of the Proposer's other businesses; Proposer's experience with the proposed concepts; references; the minimum qualifications stated in the RFP and the experience and qualifications of designated on-site management.

2. **Concept and Theme Development**

This criterion considers the nature and variety of proposed facilities including concept and menu; breadth and depth of menu offerings; themes; innovation; visual presentation; and compatibility with the overall concessions plan and program.

3. **Financial Capability**

This criterion includes, but is not limited to, an assessment of the Proposer's ability to provide adequate capitalization to fund the improvements, as well as its financial stability.

4. **Compensation Schedule**

Financial projections and fee proposals shall be evaluated based on the overall compensation to the County. The proposer with the highest compensation to the County will receive 20 points. All other proposers will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a proposer proposes a compensation that equals 75% of the highest proposed fee, that proposer will receive 75% of the total possible points.

5. **Design and Quality of Improvements**

This criterion considers the physical design and construction of the facilities including innovation and creativity of concepts; quality of materials; floor plans, circulation and queuing; quality of graphics and signage; and the inclusion of Austin Straubel Airport/Green Bay themes and motifs.

6. **Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE)**

ACDBE participation shall be evaluated based on the participation plan and other information submitted by proposer as set forth in the ACDBE requirements stated in the RFP as well as the ACDBE forms attached.

EXHIBIT H
ADDENDUM ACKNOWLEDGEMENT
Project #1389

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the Bid/RFP/quote for Food and Beverage Services at Austin Straubel International Airport and have checked the same in detail before submitting the Bid/RFP/quote to Brown County.

Name _____
Signature _____

Date _____

If this Bid/RFP/quote is assigned a project number all proposers are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of Bid/RFP/quote due date.

All proposers receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued with-in 3 business days prior to due date. If bid/rfp/quote has already been submitted, proposer is required to acknowledge receipt of addendum via fax or e-mail prior to due date.

Proposer's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP/quote's that do not acknowledge addendums may be rejected.

All proposals and bids submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed Bids/RFP/quotes that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the proposer.

EXHIBIT I
APPEALS
Project # 1389

According to Brown County Code 25.12:

Any person aggrieved by any decision made in the administration of this ordinance [Airport Regulations] may apply to the Brown County (Planning, Development &) Transportation Committee to reverse wholly or partly, or modify or otherwise change, abrogate, or rescind any such decision upon meeting the following requirements:

- (1) Such appeals be filed within thirty (30) calendar days following the contested administrative action.
- (2) Such appeals shall be filed with the Airport Director in writing, who shall accept it on behalf of the Transportation Committee.
- (3) The appeal shall specify:
 - (a) The specific rule or regulation contested; and
 - (b) The reason(s) for the appeal.

The Brown County Planning, Development and Transportation Committee, upon receipt of the appeal, shall include discussion and action on the appeal at its next regularly scheduled meeting, provided the appeal is received at least ten (10) working days prior to the regularly scheduled meeting.

- (1) Any party may appear in person, by agent, or by attorney in conjunction with the appeal.
- (2) A decision regarding the appeal shall be made unless additional information, facts or testimony is deemed necessary. In such cases, the decision on the appeal shall take place at the next regularly scheduled meeting of the Brown County Planning, Development and Transportation Committee.
- (3) The disposition of the appeal shall be by a majority decision of the Brown County Planning, Development and Transportation Committee. Such decision shall state the specific facts and rational which are the basis for the Committee's decision and shall either affirm, reverse, or modify the administrative action in whole or in part.

EXHIBIT J
INSURANCE REQUIREMENTS
Project #1389

Hold Harmless

Proposer hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements and in no way limit the contractors liability. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

- (1) **Worker's Compensation Insurance and Employers Liability.**
State Statutory workers' compensation Limits
Employer Liability, \$100,000 each accident.
- (2) **Comprehensive General Liability (Occurrence Form).**
 - Products and Completed Operations
 - Personal Injury and Advertising Liability
 - Independent Contractors/ProtectiveLimits of Insurance \$1,000,000 per occurrence
 \$1,000,000 aggregate
- (3) **Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.
Limits of Insurance \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability

Limit of Insurance \$1,000,000 per occurrence

(5) Liquor Liability

Limit of Insurance \$1,000,000 per occurrence

Additional Insured

The Outside Contractor agrees that the Comprehensive General Liability and Business Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street

Green Bay, WI 54305-23600

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Human Resource Risk Administration to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance wavier form is completed.

Contact information and telephone numbers for the Brown County Human Resource Risk Administration are listed on the top of the first page.

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract.****

EXHIBIT K
AUSTIN STRAUBEL INTERNATIONAL AIRPORT
ACDBE PROVISIONS GOVERNING GOOD-FAITH EFFORTS

1. ACDBE Participation Plan (ASIA ACDBE- 1) and Good-Faith Efforts Certificate (ASIA ACDBE-2)

In the event you are the apparent successful bidder, you will be so informed in writing. As indicated in the Request for Proposal (RFP) documents, you must supply an ACDBE Participation Plan which is included with the bid documents when you submit your proposal. This form is to establish that you have received from the listed ACDBE concessionaires signed commitments sufficient to satisfy the ACDBE goal for this concession. If you indicate in this document that you have not met the ACDBE goal, your proposal may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled, Certificate of Good-Faith Efforts, (ASIA ACDBE-2) at the time you submit the Participation Plan.

2. Good-Faith Effort Procedure

The Good Faith Efforts Certificate Form ASIA ACDBE-2 constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of ACDBEs. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in ASIA ACDBE-2 . The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request by submitting ASIA ACDBE-3 for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing. The hearing will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application and may have legal Counsel to represent you. The hearing officer will be a person who was not involved in evaluating your original proposal. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the form for review by the contracting officer.

3. Guidelines For Engaging In Good-Faith Efforts

Appendix A of 49 CFR 26 sets forth the kind of activities that the Airport would reasonably expect of a concessionaire who was actively and aggressively seeking to engage ACDBEs. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder's Certificate of Good Faith Efforts. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the concessionaire to convince the hearing officer that the evidence warrants a good-faith waiver. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

4. Consequences of Your Failure To Practice Good-faith Efforts.

If the hearing officer(s) determine(s) that your ACDBE participation effort lacked good-faith efforts, the contracting department may reject your proposal. If you have any questions about the good-faith effort process, please contact the Airport Administrative Office at (920)498-4800.

Guidance Concerning Good-Faith Efforts
(Based upon 49 CFR Part 26 Appendix A)

I. When, the Airport establishes a contract goal on a USDOT-assisted concession a concessionaire must, in order to be responsible and/or responsive, make good-faith efforts to meet the goal. The concessionaire can meet this requirement in either of two ways. First, the concessionaire can meet the goal, documenting commitments for participation by ACDBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the concessionaire can document adequate good-faith efforts. This means that the concessionaire must show that it took all necessary and reasonable steps to achieve an ACDBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient ACDBE participation, even if they were not fully successful.

II. In any situation in which the Airport has established a contract goal, Part 26 requires the Airport to use the good faith effort mechanism of this part. It is up to the Airport to make a fair-and-reasonable judgment whether a concessionaire that did not meet the goal made adequate good-faith efforts. It is important for the Airport to consider the quality, quantity, and intensity of the different kinds of efforts that the concessionaire has made. The efforts employed by the concessionaire should be those that one could reasonably expect a concessionaire to take if the concessionaire were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the ACDBE contract requirements. The Airport's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The USDOT also strongly cautions the Airport against requiring that a concessionaire meet a contract goal (i.e., obtain a specified amount of ACDBE participation) in order to be awarded a contract, even though the concessionaire makes an adequate good-faith efforts showing. This rule specifically prohibits the Airport from ignoring bona fide good-faith efforts.

IV. The following is a list of types of actions, which the Airport is required to consider as part of the concessionaire's good-faith efforts to obtain ACDBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform the work of the contract. The concessionaire must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. The concessionaire must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by ACDBEs in order to increase the likelihood that the ACDBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate ACDBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested ACDBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested ACDBEs.

(1) It is the concessionaire's responsibility to make a portion of the work available to ACDBE sub concessionaires and to select those portions of the work consistent with the available ACDBE sub concessionaire or suppliers, so as to facilitate ACDBE participation. Evidence of such negotiation

includes the names, addresses, and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for ACDBEs to perform the work.

(2) A concessionaire using good business judgment would consider a number of factors in negotiating with ACDBE sub concessionaires and suppliers and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a contractor's failure to meet the contract ACDBE goal, as long as reasonable. Also, the ability or desire of a contractor to do the work of a contract with its own organization does not relieve it of the responsibility to make good-faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from ACDBEs if the price difference is excessive or unreasonable.

E. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The concessionaire's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the concessionaire's efforts to meet the project goal.

F. Making efforts to assist interested ACDBEs in obtaining lines of credit or insurance as required by the Airport or concessionaire..

G. Making efforts to assist interested ACDBEs in obtaining necessary resources or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

V. In determining whether a concessionaire has made good-faith efforts, the Airport may take into account the performance of other concessionaires in meeting the contract. For example, when the apparent successful concessionaire fails to meet the contract goal, but others meet it, the Airport reasonably raise the question of whether, with additional reasonable efforts, the apparent successful concessionaire could have met the goal. If the apparent successful concessionaire fails to meet the goal, but meets or exceeds the average ACDBE participation obtained by other bidders, the Airport may view this, in conjunction with other factors, as evidence of the apparent successful concessionaire having made good faith efforts.

EXHIBIT K
AUSTIN STRAUBEL INTERNATIONAL AIRPORT
ACDBE UTILIZATION PLAN
ASIA ACDBE - 1

Please provide the information requested below indicating your plan for meeting the Airport's ACDBE participation goal. (Use additional sheets if necessary.)

ACDBE INFORMATION		ESTIMATED % OF ACDBE PARTICIPATION	ACDBE CERTIFIED (Y/N) if not describe status
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation Attach detailed description of ACDBE involvement)			
TOTAL ACDBE PARTICIPATION		%	

In addition, please provide a detailed description of your plan to achieve the ACDBE participation goal:

- Please describe the scope of involvement by ACDBE enterprises (Must be completed).

EXHIBIT K
CERTIFICATE OF GOOD-FAITH EFFORTS
ASIA ACDBE - 2

The intent of this certification is to document the good faith efforts implemented by the apparent successful concessionaire in soliciting and utilizing ACDBE firms to meet ACDBE participation requirements. This certificate will assist the Airport in determining whether the apparent successful concessionaire has implemented comprehensive good faith efforts. Failure to implement "good faith" efforts to the satisfaction of the Airport could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the authorized representative of _____, and am submitting this good faith certificate to document efforts undertaken by our firm to meet the assigned ACDBE goal.

RFP No.	RFP Title	Total Contract Amount	ACDBE Percentage	
			Goal	Pledged

I. Provide a brief summary on why you believe your firm is unable to meet the ACDBE participation goals on this project (Attach additional pages if necessary.)

II. I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize ACDBE firms to meet the ACDBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Work Items for ACDBE Participation:

Concessionaires are encouraged to select portions of work to be performed by ACDBEs in a manner which will increase the likelihood of meeting ACDBE goals. In selecting work to be performed, concessionaire will consider, where appropriate, direct opportunities for participation by ACDBEs. Concessionaire can also meet the goal by purchasing goods and supplies from suppliers of goods and certified as ACDBE firms.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected for direct participation by ACDBEs.
2. What efforts were undertaken to purchase goods and services from certified ACDBE firms? Were any efforts made to break down the purchasing contract into economically feasible units to facilitate ACDBE participation?

B. Notifying ACDBE Firms of Contracting Opportunities

1. In the table below, indicate all firms (ACDBEs and non ACDBEs) which received written notification of the participation opportunities on the concession. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to ACDBE firms to this certificate).

Company Contacted	Date of Written Notification	ACDBE (Yes/No)	Date of Follow-up Telephone Call

2. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/ Name of Publication	Date

3. Identify ACDBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letter sent as proof of notification).

ACDBE Associations/Organizations Contacted	Date of Notification	Contact Person	Date of Follow-up Telephone Call

4. Was the Airport contacted to assist in the recruitment of ACDBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Assistance to ACDBEs Firms

1. Explain any efforts undertaken to provide ACDBE firms with adequate information about the concession opportunities and contractual requirements:

2. Describe any efforts undertaken to assist interested ACDBE firms in obtaining lines of credit or insurance required by the Airport or Concessionaire:

3. Describe any other efforts initiated to provide special assistance to ACDBE firms interested in participating on the concession contract:

D. Soliciting Proposals From Interested ACDBE Firms

Concessionaires must solicit proposals in good faith with interested ACDBE firms. Proposals from interested ACDBE firms must not be rejected by concessionaires without sound justification.

1. Indicate in the table below which ACDBE firms submitted proposals. Also, provide a brief explanation of why any of these ACDBE proposals were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of ACDBE firms	Opportunity Offered and Reason for Rejection

E. Other evidence and documentation you want the Airport to consider:

NOTE: The information requested as set forth above is the minimum information required by the Airport. Concessionaire maybe asked to submit information on certain other actions taken to secure ACDBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN

)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
Concessionaire/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20____

Signed: _____
Notary Public

My commission expires _____, 20 ____.

EXHIBIT K

**Good-Faith Efforts Waiver Denial
Request For Administrative Hearing
ASIA ACDBE - 3**

Your request for a good-faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form and return it to the Airport Administrative Office by 5:00 p.m. on _____.

A faxed request may be sent to _____.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire ACDBE participation file you submitted to the contracting officer. The hearing officer, at his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and participation forms, must be submitted to Airport at the same time you file your request for hearing. No further evidence will be received or considered if it was not submitted with this hearing request. Documents already submitted in connection with the original good-faith waiver request need not be submitted.

A hearing will be held within three (3) working days following the receipt of your hearing request. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who may be an Airport employee not directly involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the award of the contract, an adjournment of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____, HEREWITH
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE
COMPANY'S GOODFAITH EFFORTS WAIVER REQUEST.**

SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT K

SUBMIT QUARTERLY OR WITH ALL
PAYMENT APPLICATIONS FOR MANAGEMENT CONTRACTS

AUSTIN STRAUBEL INTERNATIONAL AIRPORT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
"ACDBE" UTILIZATION REPORT*
ASIA ACDBE - 4

NAME OF CONCESSIONAIRE _____ TELEPHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD _____

CONTRACT % COMPLETE _____ TOTAL ACDBE \$ AMT _____

TOTAL ACDBE PAYMENT YTD \$ _____ ACDBE % COMPLETE _____ **

AIRPORT PROJECT CONTACT PERSON _____ TEL NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 200__ FINAL REPORT: () Yes
() No

List Airport Concession Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub contractors or suppliers in the last period.

NAME OF ACDBE FIRM	\$ AMOUNT PAID	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____

Approved by : _____
(Name & Title)

*Directions for completion of report – see reverse

****If the % ACDBE completion is less than the % contract completion, please attach an explanation as to why the ACDBE requirements are not being met at this time.**

DIRECTIONS FOR COMPLETING THE "ACDBE" UTILIZATION REPORT
This report must be submitted quarterly or with each payment application for management contracts.

1. Prime concessionaire's registered company name.
2. Prime concessionaire's business telephone number.
3. Prime concessionaire's business address.
4. City in which prime concessionaire firm is located.
5. State in which prime concessionaire is located.
6. Zip code for prime concessionaire's place of business.
7. Name of Airport Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of revenue expected by the prime concessionaire by the Airport.
10. Total dollar amount of payments to all ACDBE suppliers and service providers to date.
11. Airport Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above Airport representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all ACDBE participants.
15. The name(s) of ACDBE firm(s) which received payment in the preceding month or period.
16. Total dollar amount of the work performed by the listed firm(s).
17. The work or service performed by the listed ACDBE firm(s).
18. The dollar amount of payments made to each ACDBE participant for the period being reported.
19. The total dollar amount paid to each ACDBE participant to date (cumulative). As an example--if the report covers the first payment to an ACDBE, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each ACDBE participant to date.
20. Remaining balance of the amount owed to the listed ACDBE firm(s).
21. Prime concessionaire's staff that actually prepared the report.
22. Prime concessionaire's officer or personnel authorized to review and approve the ACDBE Utilization Report.
23. Please mail this form to: Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

THIS REPORT MUST BE SUBMITTED QUARTERLY. IN THE CASE OF MANAGEMENT CONTRACTS THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION EVEN IF NO ACDBE ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY ACDBE, CALL THE AIRPORT OFFICE AT (920)498-4800

EXHIBIT K

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ACDBE PAYMENT CERTIFICATION FOR CONCESSION CONTRACTS

ASIA ACDBE - 5

This form must be attached to the ACDBE ASIA-4 Quarterly Report by PRIME CONCESSIONAIRE

Contract/Project
Title _____

ACDBE Firm: _____

Project No. _____

Project Name: _____

*SECTION (A) ACDBE FIRM COMPLETES IF FULL PAYMENT ☒ HAS BEEN RECEIVED FOR THE QUARTER

I hereby certify that our firm received \$_____ payment for goods or services provided on the above referenced Austin Straubel International Airport project or contract.

Date_____, 200____

*SECTION (B) BOTH PRIME CONCESSIONAIRE AND ACDBE FIRM MUST COMPLETE IF FULL PAYMENT FOR THE QUARTER ☐ HAS NOT BEEN MADE TO ACDBE FIRM AND A BALANCE REMAINS TO BE PAID.

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from The Airport for goods or services provided on the above referenced project.

Date_____, 200____

(Prime Concessionaire's Signature)

(Print Name & Title)

ACDBE Sub Concessionaire's Signature)

(Print Name & Title)

EXHIBIT K

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS (RFP) AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION SPECIFICATIONS

1. The successful concessionaire shall comply with CFR 49 Parts 23 and 26, which requires Good Faith Efforts (GFE) to achieve participation of certified Airport Concessions Disadvantaged Business Enterprise (ACDBE¹) firms on all Airport Concession contracts. In accordance with USDOT requirements, the concessionaire shall ensure that ACDBEs have an opportunity to participate on this concession contract. **Refer to Section (7) for the specific ACDBE participation contract goal.**

2. The Airport Director is authorized to make the determination that concessionaire has made a good faith effort (GFE) to achieve the required ACDBE participation. The concessionaire can demonstrate that it has made a good faith effort in meeting the assigned ACDBE goal by doing either of the following:

a. Shows evidence that it has met the ACDBE participation by submitting a complete and detailed ACDBE Utilization Plan (**ASIA ACDBE-1**); or

b. Documents that it made good faith efforts to meet the ACDBE participation goal, even though it did not succeed in achieving it. In this case, the concessionaire must submit the Certificate of Good Faith Efforts (**ASIA ACDBE-2**) and all relevant documentation to the Airport for a GFE determination with its bid submittal.

3. The efforts employed by the concessionaire should be those that one could reasonably expect a concessionaire to take if the concessionaire were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE concession goal. Mere pro forma efforts are not good faith efforts to meet the ACDBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE). Also refer to the Provisions governing GFE attached to this document.

4. In the event that the Airport determines that the concessionaire has failed to meet the GFE requirements, concessionaire is entitled to appeal this determination by submitting **ASIA ACDBE-3**. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the Airport of the failure to meet the GFE requirement. The request should be sent to:

Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

5. The concessionaire shall on a quarterly basis, submit accurate reports on ACDBE utilization to the Airport by submitting form **ASIA ACDBE-4**. For management contracts this form must be submitted with each payment request by the prime concessionaire. The reports must be submitted even if no ACDBE activity took place during the period being reported. Failure to submit such reports will be considered a material breach of the contract terms.

6. For management contracts the prime concessionaire is required to submit

¹ The term "ACDBE" means small business concerns known as an Airport Concession Disadvantaged Business Enterprise (ACDBE) owned at least 51% by socially and economically disadvantaged individuals, and certified by the Wisconsin Unified Certification Program under 49 CFR Parts 23 and 26.

ASIA ACDBE-5 to ensure final payment to ACDBEs. For non management concession contracts submit this form with the quarterly reporting form ASIA ACDBE-4.

7. ACDBE Participation Goal: Each prime concessionaire shall utilize ACDBE firms to a minimum of (3%). Concessionaires should note that for the purpose of proposal evaluation, participating ACDBEs must be certified upon submission of their proposal. Bidders must submit a detailed and specific **ACDBE Utilization Plan ASIA ACDBE-1** with their proposal including, but not limited to, the following information:

- a. Name(s) of ACDBE(s) firm(s) being considered for utilization.
- b. Method of achieving ACDBE participation (direct contract, partnership, joint venture)
- c. Detailed description on how the ACDBEs will operate under this agreement.
- d. Percentage of the concession agreement assigned to the ACDBE(s).

8. For a list of certified ACDBEs, or if you need additional assistance in the identification of ACDBEs, contact the Airport Administrative Office at (920)498-4800.

9. The Airport Director through the application of 49 CFR §26.55 (c) will be responsible for the determination and evaluation of whether or not an ACDBE firm is performing a commercially useful function on this concession agreement. For ACDBE counting and crediting purposes, only the participation of firms performing a commercially useful function will be considered. Prime concessionaire is required to notify the Airport if the ACDBE firm will further subcontract out any portion of the concession. Credit will be given based on actual participation by the ACDBE firm(s).

10. The Airport reserves the right to waive any of these specifications when it is in the best interest of the Airport.

EXHIBIT L

**SAMPLE NON-EXCLUSIVE FOOD AND BEVERAGE CONCESSION
AGREEMENT**

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

BETWEEN

BROWN COUNTY

a municipal corporation

AND

NON-EXCLUSIVE FOOD AND BEVERAGE CONCESSION AGREEMENT

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NON-EXCLUSIVE FOOD AND BEVERAGE CONCESSION AGREEMENT

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ARTICLE I GENERAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2010, by and between BROWN COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY" and _____, hereinafter referred to as "CONCESSIONAIRE".

WITNESSETH

WHEREAS, the County is the owner and operator of Austin Straubel International Airport, an airport situated in Brown County, Wisconsin (the "Airport"); and

WHEREAS, Concessionaire has submitted a Request for Proposal to the County and desires to operate a food and beverage business at the Airport; and

WHEREAS, the County desires to lease to Concessionaire, in connection with Concessionaire's operations, certain areas of the Terminal Building; and

WHEREAS, the County deems it advantageous to the operation of its Airport to grant Concessionaire the rights and privileges as herein set forth:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE COUNTY AND THE CONCESSIONAIRE THE FOLLOWING:

ARTICLE II PREMISES

The County hereby leases to Concessionaire approximately:

<u>Area</u>	<u>Square Footage</u>
First Floor Terminal Building	4,322
Concourse A Concession Space	847
Concourse B Concession Space	847

The County hereby grants to the Concessionaire the use of the space shown on Exhibits A, B and C attached hereto and made a part hereof, which space may be changed or exchanged by the Airport Director at any time for comparable space as determined by the Airport Director. If the change is solely for the benefit of the County, the Airport Director agrees to negotiate reimbursement with Concessionaire for any reasonable expense caused by its relocation.

ARTICLE III
TERM OF AGREEMENT

The term of this Concession Agreement shall be for ten (10) years, commencing on the first day of May, 2010, through the 30th day of April, 2020, unless sooner terminated or cancelled as herein provided.

An additional five (5) year term will automatically be imposed unless either party notifies the other within ninety (90) days from the end of the initial term. The MAG and percentage of gross receipts payable to the County shall be negotiated at the time of the lease extension.

ARTICLE IV
FEES AND RENTALS

For each month of the term of this agreement, a sum equal to one twelfth (1/12) of the then applicable Minimum Annual Guarantee (MAG) as stated below shall be paid to the County in advance and without demand, on the first (1st) day of each calendar month after the commencement date of this agreement. Twenty days after the beginning of each calendar month during the term hereof, Concessionaire shall pay to the County a sum of money which represents the excess of the difference between the below stated percent of gross receipts and the Minimum Annual Guarantee (MAG) for the previous month. In the event the percentage of gross receipts shall not exceed the MAG Fee during any month in the term hereof, then no percentage fee shall be due and payable for such month. From and after the commencement date, Concessionaire agrees to pay to the County the following rentals and fees:

1. Fifteen (15%) percent of Concessionaire's gross receipts for food, vending and alcoholic and non-alcoholic beverages or a minimum annual guarantee for each year of the term of this Concession Agreement according to the following schedule, whichever is greater:

MINIMUM ANNUAL GUARANTEE

Lease Year One	\$ _____
Lease Year Two	\$ _____
Lease Year Three	\$ _____
Lease Year Four	\$ _____
Lease Year Five	\$ _____
Lease Year Six	\$ _____
Lease Year Seven	\$ _____
Lease Year Eight	\$ _____
Lease Year Nine	\$ _____
Lease Year Ten	\$ _____

On or about June 1, 2011, and on or about every June 1st thereafter, Concessionaire shall compare

the gross revenues paid to the Airport in the preceding contract year to the appropriate minimum guarantee above. If the minimum guarantee is greater than the gross receipts paid during that year, the difference shall be remitted to the Airport within 30 days.

2. The term Gross Receipts as used herein shall mean and include all monies paid or payable to County, whether for cash, credit or otherwise, for sales made and services rendered at or from the Terminal or Airport. Losses from Bad checks or credit card fee transactions are Concessionaire's responsibility and shall not be excluded from Gross Receipts. Gross Receipts shall include all such sales, revenues or receipts generated by Concessionaire's subtenants or anyone else conducting business pursuant to an arrangement with Concessionaire within the premises.

3. Failure to Pay Rent or Fees - No demand for rent or fees need at any time be given, but it shall be the duty of Concessionaire to pay all monies when due. In the event Concessionaire fails to pay rentals, fees, charges or billings as required under the provisions of this Concession Agreement after the payments become due as described in Articles IV, interest at the maximum legal rate shall be assessed until fully paid. The implementation of this provision shall not preclude the Airport Director from terminating this Concession Agreement for default in the payment of rentals, fees or charges, as specified in Article XV.

4. Security Deposit - New Concessionaires shall pay a security deposit equal to the first months rent prior to the commencement of this agreement. The security deposit will be held in a non-interest bearing account for the first agreement term, if the Concessionaire is a successful proposer for a consecutive term, the security deposit will be refunded. If Concessionaire defaults in any such obligation to the County or damages the Premises, the County at its discretion, may apply said deposit, or part thereof, to compensate the County for any loss, damage, or expense sustained due to such default or damage. Any such application by Concessionaire of such deposit to compensate the County for any loss, damage, or expense sustained due to such default or damage shall be in addition to, and not in lieu of, any other remedies or rights the County may have under this lease, contract, or at law upon such default or damage by Concessionaire. Upon the County's request, Concessionaire shall immediately remit to the County sufficient moneys to restore said sum so applied to the original sum deposited credit. Concessionaire's failure to do so within five (5) days after receipt of a written demand therefore shall be a default under this Lease and Concessionaire shall cease use of the County's facility immediately.

After termination of this Lease, the balance of any such security deposit, minus deductions for damage to the Premises, if any, shall be returned to Concessionaire within 45 days.

ARTICLE V REPORTING AND INSPECTION

1. Monthly Report - Concessionaire shall, within twenty (20) days after the close of each calendar month, furnish the Airport Director a monthly statement of gross receipts (Exhibit D attached hereto and made part hereof) prepared in accordance with generally accepted accounting principles and certified by a responsible officer of Concessionaire. These reports shall show such reasonable data and revenue detail as is required by the Airport Director and shall be accompanied by Concessionaire's payment of any compensation due herein based upon the terms herein provided.

The Airport Director reserves the right to prescribe or change reporting forms and their method and time of submission. The Airport Director shall first submit to Concessionaire in writing specifically any desired changes. Such requests shall not be unreasonable.

2. Audit and Inspection

A. Concessionaire shall furnish the Airport Director an annual financial statement within ninety (90) days after the end of each contract year. This statement shall include a report certified by a responsible officer of Concessionaire of gross receipts for that contract year. It is further provided that the County, or any designated agent, representative or employee, may at all reasonable times audit the books of the Concessionaire regarding this Concession Agreement to enable the County to verify the amount of fees due. Books, records and sales tax returns must be made available to the County for at least three (3) years. The County reserves the right to make the audit at any time, by providing 20 days prior written notice to Concessionaire.

If, as a result of such audit, it is established that Lessee has understated the Gross Receipts received from all operations at the Leased Premises by three (3%) percent or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. The Lessee shall pay any additional monies due from misstated Gross Receipts to the Lessor with interest thereon at one and one-half percent (1.5%) per month from the date such additional Rent from Gross Receipts became due.

B. If the County is not satisfied with any audit findings conducted by it, the Airport Director shall serve notice upon Concessionaire of the dissatisfaction. If Concessionaire agrees with the County's audit findings, Concessionaire shall within thirty (30) days after receipt of notice make known its agreement to the Airport Director in writing and pay all monies due to the County. If Concessionaire does not agree with the County's findings, Concessionaire shall, within sixty (60) days after receipt of notice from the Airport Director, furnish to the Airport Director at Concessionaire's expense an audit made by an Independent Certified Public Accountant mutually agreeable to both parties.

3. Concessionaire shall install and use, or cause to be installed and used an electronic cash control system which will provide significant point-of-sale information reasonably satisfactory to the Director which must include, but may not be limited to; sales by general product category and sales transactions by time of day and day of week. Concessionaire's electronic cash control system must ensure tight cash control, have complete audit capability and include: the ability to record transactions by sequential control number which can be printed on audit tape(s); be capable of printing transactions on tape or receipt for customers showing the time of day and day, month and year; print out customer receipts showing the amount of the transaction, the amount of cash, check or credit tendered and the amount of cash or credit returned to the customer.

ARTICLE VI
RIGHTS AND PRIVILEGES OF CONCESSIONAIRE

Subject to the terms and conditions hereinafter set forth, Concessionaire is hereby given the following rights and privileges during the term of this Concession Agreement:

1. Nonexclusive Use - Concessionaire has the right, privilege, and obligation to operate and manage the food and beverage concessions in the assigned area(s) for the sale of food and beverages, including alcoholic beverages, in the Terminal and Concourses. Concessionaire shall have the non-exclusive right to provide these concessions within the Terminal and Concourses to the traveling public, subject only to the provisions of this Agreement. The Airport Director may, at his discretion, enter into other food and beverage Concession Agreements which terms will not be more favorable than those in this Agreement. Concessionaire shall also have the non-exclusive right to provide airline in-flight catering services from the Terminal. Concessionaire agrees not to engage in any other activities or business on the leased premises or airport, other than those activities specifically permitted under this Agreement, unless so authorized in writing by the Airport Director.
2. Ingress and Egress - Concessionaire, its agents, employees, patrons and suppliers, and other persons doing business with Concessionaire shall have the right of ingress and egress to and from the premises over the Airport roadways, subject to regulations governing the use of the Airport. All deliveries are required to go to the loading dock at the West end of the terminal building to unload and utilize the freight elevator which provides access to the restaurant through the basement of the terminal building. County shall have the right to establish reasonable hours during which deliveries will be permitted.
3. Quiet Enjoyment - The County covenants that upon paying the rent and performing the covenants and conditions herein contained, Concessionaire shall peacefully and quietly have, hold and enjoy the premises for the term of this Concession Agreement. Concessionaire agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements shall not constitute a breach of quiet enjoyment of the leased premises.
4. Right of Entry – During the term of this Concession Agreement, the Concessionaire shall be entitled to enter upon the property for the purpose of construction and installation of any fixed improvement required herein subject to the approval of the Airport Director.
5. Vending - In addition to the use of the assigned area(s), Concessionaire shall have the non-exclusive right to install and maintain, at its own expense, such food, soft drinks, or coffee dispensing vending machines within the public areas of the Terminal as may be authorized or reasonably required by County. The location, number, and type of such machines authorized or required, as well as the goods to be sold there from, shall be subject to prior approval of the Airport Director, which may be rescinded or modified, in whole or part, at any time, in County's reasonable discretion.
6. Upon the request of either party, Concessionaire shall provide such additional or expanded food and beverage services in the Terminal outside of the Assigned Area during the term of this Agreement, upon mutual agreement of the County and Concessionaire.
7. Concessionaire hereby agrees that upon possession of the premises, Concessionaire shall accept such possession of the premises in its then existing "as is" condition, and Concessionaire acknowledges that Concessionaire shall have inspected the premises and shall be fully aware of the condition of the premises as of delivery of possession; that the County shall have no obligation to improve or alter the premises for the benefit of Concessionaire. Concessionaire's taking possession

of the premises shall constitute Concessionaire's formal acceptance of the same and acknowledgment that the premises are in the condition called for. In no event shall the County be liable for damages or otherwise as a result of any failure to make the premises available within the time and/or in the condition provided herein.

ARTICLE VII RIGHTS AND PRIVILEGES OF COUNTY

The County, in addition to any rights herein retained by it, reserves the following privileges:

1. The Airport Director is hereby designated as the official representative for the enforcement of all provisions in this Concession Agreement with full power to represent the County in dealings with Concessionaire in connection with the rights and obligations herein provided, actions relating to policy determination, modification of this Agreement, subsequent permissive authorization under this Agreement, termination of this Agreement, and any similar matters affecting the terms of this Concession Agreement.
2. County reserves the right, but shall not be obligated to Concessionaire, to develop or improve all publicly-owned facilities of the Airport, as it sees fit, regardless of the desires or views of the Concessionaire, and without interference or hindrance from Concessionaire, together with the right to direct and control all activities of the Concessionaire in this regard.
3. During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or National Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the period of such government lease.
4. The Airport Director or his designee may enter upon the leased premises at reasonable times for any purpose necessary, incidental to, or connected with the exercise of its governmental functions, or for fire protection or security purposes.
5. This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Governments, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport.
6. The Airport Director shall have the right to repair all damages to the concession area and to the Airport Terminal Building caused by the Concessionaire or its employees, agents or suppliers, while in a working capacity for Concessionaire, and will bill the cost of such repairs to Concessionaire. Such charge shall be paid within fifteen (15) days of the receipt of a bill from the County.
7. The Airport Director or his designee may enter upon the leased premises at reasonable times for any purpose necessary, incidental to, or connected with the exercise of its governmental functions, or for fire protection or security purposes.
8. County reserves the right to relocate the leased premises should that be necessary, for Terminal area remodeling or expansion. County will not be liable for the costs associated with the moving or

reinstallation of Concessionaire's equipment.

ARTICLE VIII OBLIGATIONS OF CONCESSIONAIRE

Concessionaire shall be required to provide all necessary improvements, facilities, decorations, signs, fixtures and equipment and all other improvements within the leased premises not provided by the County. Such improvements, facilities, decorations, fixtures and equipment shall be of high quality, safe, modern in design, attractive in appearance, and shall be in general keeping with the decor of the building and surrounding areas and shall be subject to the written approval of the Airport Director prior to installation within the leased areas. In addition, Concessionaire must install all needed furniture.

1. Alterations, Additions or Replacements - Concessionaire shall obtain prior written approval from the Airport Director before making any changes or improvements in the leased premises. In addition, Concessionaire shall obtain prior approval from the Airport Director before installing any equipment which requires any electrical connection or changes in those installed on the premises.
2. Disturbance - Concessionaire agrees that it will not disturb the County, or any other tenant of the Airport, by creating or permitting any disturbance or any unusual noise, vibration, or other undesirable condition on or about the Premises.
3. Discrimination - Concessionaire, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree, that (a) no person on the grounds of race, sex, color, physical handicap, or national origin, cultural differences, ancestry, physical appearance, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said service, and (b) that the Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
4. Assignment of Agreement or Sublease or Merger
 - A. Concessionaire will not assign or sublease this Agreement without the prior written consent of the County. Such consent will not be unreasonably withheld.
 - B. Concessionaire will not unite, merge, consolidate or combine, either directly or indirectly, with any other person, firm or corporation operating at the Airport, whether such uniting, merging, consolidating or combining be through the sale of property or sale of stock or otherwise without the prior written consent of the County.
 - C. Any attempt by Concessionaire to perform any of the acts prescribed in this paragraph without the prior written consent of the County shall be null and void and shall be cause for the termination of this Agreement.

5. Indemnification and Hold Harmless - Concessionaire hereby agrees to release, indemnify, defend, and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

6. Insurance - Concessionaire shall provide and maintain at its own expense during the term of this agreement, the following insurance policies covering its operations hereunder. These insurance requirements are minimum and in no way limit the Concessionaire liability. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

Notwithstanding any provisions of this section, and for purposes of this agreement, contractor Concessionaire acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

(1) Worker's Compensation Insurance and Employers Liability.

State Statutory workers' compensation Limits

Employer Liability \$100,000 each accident.

(2) Comprehensive General Liability (Occurrence Form).

- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance \$1,000,000 per occurrence
 \$1,000,000 aggregate

(3) Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability.

Limit of Insurance \$1,000,000 per occurrence

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as

to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

PROOF OF INSURANCE

Concessionaire shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or authorized Representative of the insurer indicating that Concessionaire meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract covered. The Certificate of Insurance shall be delivered to the Airport prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance.

Property Insurance

Concessionaire shall purchase and maintain, contents insurance on all personal property insurance written on an "all Risk" basis or equivalent policy form and shall include, with out limitation, insurance against the perils of fire (with extended coverage) theft, vandalism and malicious mischief.

Waiver of Subrogation

Concessionaire agrees notwithstanding any provision of this contract to the contrary, to waive any right to any claim or subrogation against the County for any loss, damages cost of settlement otherwise covered by Concessionaires insurance as required under this contract.

7. Costs of Enforcement - Concessionaire covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the County in enforcing the covenants and provisions of this Agreement.
8. Licenses and Permits - Concessionaire shall take out and keep current all city, county, state, and/or federal licenses and permits that may be required in its operation.
9. Laws and Ordinances - Concessionaire shall comply with, at its own cost and expense, all applicable federal, state, or local laws, ordinances, rules or regulations of the Airport now in effect or hereafter promulgated. Any violation of this paragraph shall be construed as a material breach of this Concession Agreement authorizing the termination thereof at the election of the Airport Director, unless Concessionaire, upon receipt of written notice, takes immediate remedial measures acceptable to the Airport Director.
10. Sales and Property Taxes - Concessionaire shall pay any leasehold tax, sales tax, personal property tax, transaction tax or other exaction assessed or assessable as the result of its occupancy of the premises or conduct of business at the Airport under authority of the Agreement, including any such tax payable by the County.
11. Smoking - Consistent with Brown County Code Ch. 34; Concessionaire agrees that there

will be no smoking in any of its leased space in the terminal building.

12. Recycling - The County has implemented a material recycling program in a form acceptable to Wisconsin Administrative Code, NR 544, to reduce the quantity of waste disposed of in landfills and to conserve valuable natural resources. The County reserves the right to modify the plan from time to time as it deems necessary to accomplish its purposes. Concessionaire shall at all times comply with the recycling program and indemnify and hold harmless the County from any violations of the recycling program committed by any employee or agent of Concessionaire. Concessionaire further agrees to reimburse County in full for any fines or penalties levied against County for any and all recycling violations as a result of negligent actions taken on the part of the Concessionaire, its agents, suppliers or employees occurring at any waste disposal container used exclusively by any Concessionaire.

13. Compliance with Environmental Laws – Concessionaire shall at all times conduct its operations in full compliance with all federal, state, and local environmental laws, rules, regulations, orders or legislation regarding generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants and shall comply with all laws, regulations and notice requirements pertaining to releases or threatened releases of hazardous materials, toxic chemicals, special wastes or other contaminants into the environment. Concessionaire shall not cause or permit its employees, agents, permittees, contractors, subcontractors, or any other persons under Concessionaire's control, supervision or employment to release any quantity of hazardous substances. Concessionaire shall remedy any such release or threat of release and shall remove any hazardous materials or any other environmental contamination caused by Concessionaire on or under or upon the premises to bring the premises into compliance with all environmental laws and regulations. Such work shall be performed at Concessionaire's sole expense.

By executing this Lease, Concessionaire represents that it has investigated and is familiar with all Environmental Laws applicable to its operations under this Lease and expressly acknowledges that County may rely on such representation.

Concessionaire shall provide written notice to the Airport Director within 24 hours of becoming aware of any release, threatened release, discharge, disposal or emission of any hazardous material, including substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101, or identified by the Environmental Protection Agency as hazardous substances under 40 CFR Part 302 and amendments thereto, in, on, under or around the leased premises caused by Concessionaire which is not in full and complete compliance with all laws.

14. Affirmative Action – Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

15. Brand or Trade Name - If Concessionaire utilizes any particular brand or trade name under a license or franchise agreement, Concessionaire represents and warrants to the County that Concessionaire has been granted the right to use any such brand or trade name that may be used at the Airport for the entire term of this Lease, pursuant to a franchise or license agreement with the

trade name owner. At the County's request, Concessionaire shall provide the County with a copy of the Franchise Agreement and reasonable evidence that such agreement remains in full force and effect. Concessionaire agrees that the termination of Concessionaire's right to use Concessionaire's brand or trade name at the Airport or to conduct a food and beverage concession at the Airport of the type then conducted by or under license from Franchisor under the brand or trade name, shall constitute a material breach of Concessionaire's obligations under this Lease.

16. Hours of Operation - Food and beverage services in the Terminal and on each Concourse shall be provided by Concessionaire at such hours to ensure that the reasonable demands of the traveling public are satisfied. Food and beverage services shall be provided daily from the opening of the Transportation Security Administration (TSA) checkpoints, until the last departure. Concessionaire shall also be open at such other times as may be mutually agreed upon between Concessionaire and the Airport Director.

17. Quality of goods - All items served by the food and beverage operations shall be of good quality, shall conform to all applicable regulations and laws, and shall be purchased from reliable sources. Concessionaire shall serve adequate portions and charge reasonable and justifiable prices which are comparable to those maintained at other similar first class establishments in U.S. airports of comparable size. Concessionaire shall sell, dispense and serve only quality food and beverage products, the selection of which shall be comparable to the food and beverage selections offered at other first class establishments in U.S. airports of comparable size. County shall have the right to suggest changes in menu items and/or pricing but shall rely upon the experience and expertise of Concessionaire relating to these matters.

18. Increase Business - Concessionaire shall make all reasonable efforts to maintain, develop and increase business conducted by it in the Terminal and on the Concourses.

19. Safety and Cleanliness - All food and beverage operations shall be maintained in a first class manner with regard to safety and cleanliness. Concessionaire shall, at its sole cost and expense, keep the assigned area clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Waste must be disposed of in a timely manner.

20. Health Codes - Concessionaire shall comply with all health codes and laws applicable to the sale of food, as well as non alcoholic and alcoholic beverages. Concessionaire shall cooperate with all local health and fire officials, and comply with all applicable codes, laws, rules and regulations. Concessionaire's failure or refusal to comply with operational standards as stated herein shall be deemed a default in its performance hereunder and may be grounds for termination of this Agreement.

21. Management - All operations shall be supervised by an active, qualified, competent manager.

22. Personnel - All personnel employed by Concessionaire shall be neat, clean, courteous, knowledgeable, helpful to customers and courteous at all times. Employees shall wear appropriate uniforms and name tags while on duty. No loud, boisterous or otherwise improper actions or language shall be tolerated while on or about the Airport.

23. Signage and Advertising - Concessionaire shall have the right to place and erect signs and

advertising materials within the assigned area at Concessionaire's discretion, except in windows showing to public area, so long as said signs and advertising materials are harmonious with the decor of the Terminal. In addition, Concessionaire may, at its own expense, install and maintain necessary and appropriate identification signs within the Terminal, outside the assigned area, and in windows of assigned area showing to the public area, subject to the approval of the Director as to the number, size, height, location, color and general type and design.

24. Solicitation of Business – Concessionaire shall not give samples, approach customers, distribute handbills or other advertising matter or otherwise solicit business in the parking or other public areas or any part of the Terminal or the Airport other than in the premises.

25. Services to the General Public – Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as making change (without charge), giving directions, and generally assisting the public.

26. Encroachment – Concessionaire shall not encroach on the public area on which it fronts, it being expressly understood and agreed that Concessionaire's activities shall be restricted within the area assigned, shown on the attached leased premises exhibits.

27. Gift Cards/Certificates – Concessionaire shall cooperate with the Airport and Airport Tenants in selling gift cards/certificates for restaurant goods and services in either individual or bulk increments.

ARTICLE IX IMPROVEMENTS TO ASSIGNED AREA

1. Concessionaire shall, at its own cost, complete any necessary furnishings to the assigned area sufficient to provide the level of quality in appearance and service reasonably satisfactory to County.

2. Following approval of the final plans and specifications by County, Concessionaire shall diligently and expeditiously proceed to complete all improvements to the assigned areas as approved in writing by County, without undue delay. Improvements must be completed within 45 days after each location is made available to Concessionaire.

3. All fixed improvements, equipment and interior design and decor installed by Concessionaire, its agents, or contractors, including the plans and specifications, shall conform to all applicable Federal, State and local statutes, ordinances, building codes, and rules and regulations. Concessionaire shall keep the leased premises and all improvements thereon free of any mechanic's or material men's liens of any kind or nature for any work done, labor performed or material furnished on or to the leased premises. If any such lien is filed, Concessionaire shall, at its sole cost, cause such lien to be removed from the leased premises within thirty (30) days of notice. All improvements or modifications made by Concessionaire which become fixtures to the lease premises shall become the property of the County, at no cost to the County, upon the expiration or termination of the Concession Agreement. Furniture and removable equipment, provided removal does not damage or alter the leased premises, shall remain the property of the Concessionaire. Concessionaire shall secure all applicable building permits and approvals from the proper authorities at Concessionaire's sole expense.

4. Concessionaire shall not remove or demolish in whole or in part any improvements upon the assigned areas without the prior written consent of the Director. The Director shall not, however, withhold consent unreasonably.

5. County acknowledges and understands that Concessionaire may finance the furniture, fixtures, and equipment for use in its concession operations at the Airport through a third party lender. Such lender may require Concessionaire to pledge the furniture, fixtures, and equipment as collateral for said loan. County agrees that it will execute any documents reasonably requested by such lender of Concessionaire to evidence that such lender's security interest in such collateral is and shall at all times will be superior to any of County's interests in such collateral, less any outstanding payment due County as provided in the terms of this Agreement.

ARTICLE X MAINTENANCE AND OPERATIONS BY CONCESSIONAIRE

1. Concessionaire warrants that it shall use the premises as a food and beverage operation at the Airport. Concessionaire shall not use the premises for any other purpose without the written consent of the Airport Director. The Airport Director may authorize the use of the premises for any other purpose upon terms and conditions that the Airport Director, in his sole discretion, shall determine. Concessionaire shall use the entire premises for the conduct of such business in a first-class and businesslike manner continuously during the entire term of this Concession Agreement, with the exception of temporary closures for such periods as may be reasonably necessary for repairs or redecorating or for reasons beyond Concessionaire's reasonable control.

2. Concessionaire agrees to provide at its own expense such maintenance, custodial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its assigned area, including, but not limited to the proper maintenance of all grease traps, ventilation fans, hoods and water conditioning equipment.

3. Concessionaire agrees to maintain and make necessary repairs to the interior of all of its assigned areas, the fixtures and equipment therein and appurtenances thereto including, without limitation, the interior windows, doors and entrances, storefronts, signs, floor coverings, interior walls and ceiling, the surfaces of interior columns (exclusive of structural deficiencies), any columns erected by Concessionaire, and any partitions and lighting within the assigned area. Concessionaire agrees to keep and maintain in good and safe condition the electrical equipment and the plumbing and piping fixtures located within its assigned area.

4. All repairs done by Concessionaire or on its behalf shall be of good quality in both materials and workmanship. All repairs shall be made in conformity with rules and regulations prescribed from time to time by Federal, state and/or local authorities having jurisdiction over the work in Concessionaire's assigned area.

ARTICLE XI
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

1. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart A, Sec. 23.9. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement covered by 49, CFR Part 23, Subpart A, Sec. 23.9.
2. Concessionaire agrees to include the statements in Paragraph 1 above, in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
3. Concessionaire shall comply with the Airport's approved Airport Concessions Disadvantaged Business Enterprise (ACDBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by Minority Business Enterprise programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
4. Concessionaire shall make a good faith effort to adhere to the ACDBE Utilization Plan ASIA ACDBE-1 submitted with Concessionaire's Proposal and attached in Exhibit E, which assures that one percent (3%) of the gross receipts derived from the operation of its business at the Airport be spent to ACDBEs certified by the Wisconsin Unified Certification Program or an entity whose certification is recognized by the Airport throughout the concession term. Any change to the ACDBE program submitted with Concessionaire's Proposal is subject to the Airport's written approval.
5. If Concessionaire fails to achieve and maintain the level of certified ACDBE participation stated in this Agreement, Concessionaire shall provide documentation to the Airport Director's Office demonstrating that it made good faith efforts in its attempt to meet the required level of ACDBE participation. If Concessionaire fails to reflect a good faith effort to achieve and maintain the level of certified ACDBE participation stated herein throughout the term of this Agreement, the Airport may consider this as a material breach of the Agreement and may terminate the Agreement in accordance with Article XV of this Agreement.
6. The Airport shall notify Concessionaire in the event that new regulations are issued by the U.S. Department of Transportation (USDOT) implementing Section 511 (h) of the Airport and Airway Improvement Act (AAIA) of 1982, as amended. Following such notification, Concessionaire shall be required to continue to meet the ACDBE goal set forth in this Agreement or to initiate all necessary and reasonable steps to achieve and/or maintain the newly established ACDBE goal throughout the remaining term of this Agreement. ACDBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations.
7. Concessionaire shall be required to comply with other appropriate provisions of 49 CFR

Part 23 implementing Section 511 (h) of the AAIA. Concessionaire shall submit the ACDBE Utilization report ASIA ACDBE-4 and ASIA ACDBE- 5 attached in Exhibits F and G respectively, on a quarterly basis or such reports as may be required by the Airport in the form specified by the Airport for the purpose of demonstrating compliance with this Paragraph. In the event Concessionaire seeks to terminate the participation of the ACDBE partner for non-performance, Concessionaire is required to obtain written approval from the Airport Director's Office and may be required to substitute the participation of the ACDBE with another certified ACDBE.

ARTICLE XII OWNERSHIP OF LEASEHOLD PREMISES

Concessionaire shall have the right, during the term of this Concession Agreement, at its own expense, at any time from time to time, to install, maintain, operate, repair and replace any and all trade fixtures, removable structures, and other personal property used from time to time in its operation at the Airport, all of which shall be and remain the property of Concessionaire except as herein provided, and may be removed by Concessionaire prior to or within five (5) days after the expiration of the term of this Concession Agreement; provided, however, that the Concessionaire shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures, removable structures, or other personal property after Concessionaire receives a written demand for such removal by the Airport Director shall be deemed abandoned and thereupon be the sole property of the Airport. It is understood, for the purpose of this Concession Agreement, that the phrase "trade fixtures" shall include but not be limited to any removable structures, signs, electrical or otherwise, used to advertise Concessionaire's business in and about the premises, whether or not such machinery or equipment is bolted or otherwise attached to the premises, and all other miscellaneous equipment.

ARTICLE XIII OBLIGATIONS OF THE COUNTY

Except as otherwise specifically provided herein, the County, during the term of this Agreement, shall, within its financial ability, operate, maintain, and keep in good repair all appurtenances, facilities, and services now or hereafter connected with Airport. The County shall maintain and operate the Airport in all respects in a manner at least equal to the standards or ratings issued by the Federal Aviation Administration (FAA) for airports of substantially similar size and character. The County also agrees to:

1. Furnish 110-volt electricity as may be reasonably necessary for illumination and the operation of the Concessionaire's business;
2. Furnish the necessary basic overhead lighting, heating and cooling, at a reasonable comfort level, as determined by the County in the terminal building. All other electrical consumption will be metered and is the financial responsibility of the Concessionaire.
3. County shall provide periodic washing of the windows on the outside only. Concessionaire shall furnish, at its' own expense, cold and hot water and pay associated charges. Concessionaire shall, therefore, provide its' own hot water heating equipment, and any water conditioning equipment it may deem necessary. Concessionaire shall provide, at its own cost, for janitorial

services in the assigned area and for all lamps and supplies and for the recycling of the lamps. Concessionaire shall pay for all electricity, water, and sewer service charges for the assigned area.

ARTICLE XIV

PURCHASE OF TENANT IMPROVEMENTS, FURNITURE, FIXTURES AND EQUIPMENT

1. If this Agreement is cancelled or terminated by mutual agreement or by either party for any reason, County shall have the option on a right of first refusal to purchase, free of all liens and encumbrances, from Concessionaire all of Concessionaire's furniture, furnishings, fixtures and equipment (the "Personalty"), as of the date of cancellation or termination, at a price which shall be determined as follows. Except as set forth hereinafter, the price for the Personalty shall be the original cost thereof, less depreciation calculated on the basis of a 10 year depreciation period, in other words, at a rate of 1/120ths of the price thereof per month, calculated from the date said improvements were installed in the premises. At no time, however, shall the aggregate price for Personalty be less than 20% of the original cost for each item constituting the Personalty. In the event County does not exercise its option to purchase, Concessionaire shall remove all furniture, furnishings, fixtures, and equipment as described above within 5 days of notice of rejection of purchase by County.

ARTICLE XV

CANCELLATION BY THE COUNTY

The Airport Director may cancel this Concession Agreement upon or after any one of the following events:

1. The filing by Concessionaire of a voluntary petition in bankruptcy;
2. The institution of proceedings in bankruptcy against Concessionaire and the adjudication of Concessionaire as bankrupt pursuant to such proceedings;
3. The taking by a court of jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act;
4. The filing of any lien against the premises resulting from any act or omission of Concessionaire which is not discharged or contested in good faith as determined by the County by proper legal proceedings within fifteen (15) days of receipt of actual notice by Concessionaire, unless Concessionaire posts a bond within this time period equal to the amount of the lien;
5. Concessionaire abandons, deserts, vacates or discontinues its operation of the business herein authorized for a period of five (5) days without prior written consent of County;
6. The appointment of a receiver of Concessionaire's assets, or any general assignment for the benefit to Concessionaire's creditors;
7. The divestiture of Concessionaire's estate herein by other operation of law;
8. The default by Concessionaire in the performance of any agreement required herein, and

Concessionaire's failure to commence and diligently continue to correct such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Concessionaire shall have remedied the default prior to receipt of the Airport Director's notice of cancellation;

9. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least sixty (60) days, from its Airport operation;

10. Concessionaire becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of sixty (60) days after the time such payments become due;

11. Concessionaire willfully falsifies any of its records or figures so as to deprive the County of any of its rights under the terms of this Agreement;

12. The material default by Concessionaire in the performance of any agreement required herein, and Concessionaire's failure to commence and diligently continue to correct such default within thirty (30) days of written notice, unless a shorter time is specified in this Concession Agreement; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Concessionaire shall have remedied the default prior to receipt of the Airport Director's notice of cancellation; or

13. Concessionaire permits to continue, for a period of fifteen (15) days after receipt of written notice from Director, the existence of unsafe or unsanitary conditions or practices in or about the concession premises; provided however, if the unsafe or unsanitary condition is such as to require replacement, repair, or construction, Concessionaire shall have a reasonable time in which to correct said condition, but must begin action on the matter immediately upon receipt of said notice;

Failure of the Airport Director to declare this Agreement terminated upon the default of Concessionaire for any of the reasons set out above shall not operate to bar or destroy the right of the Airport Director to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of Fees by the County for any period after a default of any of the terms, covenants or conditions by Concessionaire shall not be deemed a waiver of any right on the part of the Airport Director to cancel this Agreement.

ARTICLE XVI CANCELLATION BY CONCESSIONAIRE

Concessionaire may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Director thirty (30) days written notice to be served as hereinafter provided after the happening of any of the following events materially impairing the conduct of its normal business from the premises:

1. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining normal use of the Airport or any substantial part of it and the remaining in force of such injunction for a period of ninety (90) consecutive days;

2. The inability of Concessionaire or its customers to use, for a period of ninety (90) consecutive days, the Airport or any substantial part of it due to enactment or enforcement of any law or regulation, or because of fire, earthquake or similar casualty or Acts of God or the public enemy; or

3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least sixty (60) days.

Failure of Concessionaire to declare this Concession Agreement terminated upon the default of the County for any of the reasons set out above shall not operate to bar or destroy the right of Concessionaire to cancel this Concession Agreement by reason of any subsequent violation of the terms of this Concession Agreement.

During the course of this agreement, if Concessionaire, through no fault of his/her own, ceases to operate as a food and beverage company, Concessionaire agrees to pay the County the amount of the annual guaranteed minimum for a period of twelve consecutive months, not to extend beyond 04/30/2025. However, if during the course of the twelve month period, the County is successful in locating a replacement Concessionaire, which agrees to assume the annual guaranteed minimum the outgoing Concessionaire shall be relieved from paying any remaining guaranteed minimum installment payments. If the replacement Concessionaire's MAG is less than the outgoing Concessionaire's MAG, the outgoing Concessionaire agrees to pay the difference over the specified period.

ARTICLE XVII SEVERABILITY

In the event that any provisions herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provision does not materially prejudice either the County or Concessionaire in their respective rights and obligations contained in the valid provisions of this Agreement.

ARTICLE XVIII INDEPENDENCE OF CONTRACT

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting the Concessionaire as the agent or representative or employee of the County for any purpose or in any manner whatsoever.

ARTICLE XIX RIGHTS UPON TERMINATION

Upon expiration or sooner termination of this Agreement, Concessionaire's rights herein shall cease, and Concessionaire shall immediately surrender the same.

ARTICLE XX
MISREPRESENTATION AND INVALID PROVISIONS

All terms and condition with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the County or Concessionaire has made any representation or promise with respect to this Agreement not expressly contained herein.

ARTICLE XXI
SECURITY PLAN

The Airport has implemented an Airport Security Plan in a form acceptable to the Transportation Security Administration pursuant to 49 Code of Federal Regulations 1542. The County reserves the right to modify that plan from time to time as it deems necessary to accomplish compliance with Department of Homeland Security Regulations. Concessionaire shall at all times comply with the Security Plan and indemnify and hold harmless the Airport from any violations of said Security Plan committed by any agent or employee of Concessionaire. Further, Concessionaire agrees to reimburse the County in full for any fines or penalties levied against the Airport for security violations as a result of any negligent actions or omissions on the part of the Airport, its agents, suppliers, or employees occurring at any access point within the exclusive leased area of Concessionaire.

ARTICLE XXII
FEDERAL AVIATION REGULATION 49 CFR PART139

Concessionaire agrees to comply with Federal Aviation Regulation 49 CFR Part 139 (Certification and Operations: Land Airports Serving Certain Air Carriers) and the Airport's policies as outlined in the Airport's Federal Aviation Administration approved Airport Certification Manual. Concessionaire further agrees that fines levied upon Austin Straubel International Airport through enforcement of Federal Aviation Regulation 49 CFR Part 139 because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire.

ARTICLE XXIII
SUCCESSORS AND ASSIGNS BOUND

All of the provisions of this Concession Agreement shall bind the legal representatives, successors and assigns of the respective parties.

ARTICLE XXIV
HOLDING OVER

In the event that the Concessionaire should hold over and remain in possession of the Premises after the expiration of the term of this Concession Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall

create a tenancy from month to month which may be terminated at any time by the Airport Director or Concessionaire. During such holdover, The County may collect from Concessionaire double the amount of the monthly minimum guarantee or the amount of rental paid to County immediately prior to the commencing of such holdover, whichever rental is greater.

ARTICLE XXV PARAGRAPH HEADINGS

All the paragraph and subparagraph headings of this Concession Agreement are for reference only and shall not be considered to define or limit the scope of any provision.

ARTICLE XXVI FEES AND NOTICES

All fees due under this Concession Agreement shall be made payable to Austin Straubel International Airport, and shall be remitted to the Airport Director, Austin Straubel Field, 2077 Airport Drive, Suite 18, Green Bay, Wisconsin, 54313.

Notices shall be sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

County:

Concessionaire:

Airport Director
Austin Straubel Int'l Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

or to such other addresses as the parties may designate to each other in writing from time to time.

ARTICLE XXVII GOVERNING LAW

This Agreement is governed by the Laws of the State of Wisconsin. Any disputes relating to this Agreement shall be resolved in accordance with the laws of Wisconsin.

ARTICLE XXVIII REMEDIES ARE CUMULATIVE

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XXIX SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Concession Lease, quit and deliver up the Leased Premises and privileges to the Lessor by 12:00 p.m.(noon) on the last day of this lease peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may

be hereafter improved by the Lessee or Lessor, reasonable use and wear thereof excepted. Lessee shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on, or about the Leased Premises.

Any damage caused to the Airport or any County property or operations at any time caused by Concessionaire or as a result of the operations of Concessionaire, shall be the responsibility of Concessionaire and Concessionaire shall reimburse the County for any such damage within 30 days of the County invoicing Concessionaire.

ARTICLE XXX
CLOSING AND SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, _____.

ATTEST:

CONCESSIONAIRE:

Signed at Green Bay, Wisconsin, this _____ day of _____, _____.

ATTEST:

COUNTY OF BROWN:

Thomas W. Miller, Airport Director

ARTICLE XXXI
EXHIBITS

- A. Leased Premises – Main Restaurant
- B. Leased Premises – Concourse A Concession Area
- C. Leased Premises – Concourse B Concession Area
- D. Monthly Gross Receipts Reporting Form
- E. ACDBE Utilization Form ASIA ACDBE-1
- F. ACDBE Quarterly Reporting Form ASIA ACDBE-4
- G. ACDBE Payment Verification Form ASIA ACDBE-5

Main Restaurant
4,322 Sq. Ft.

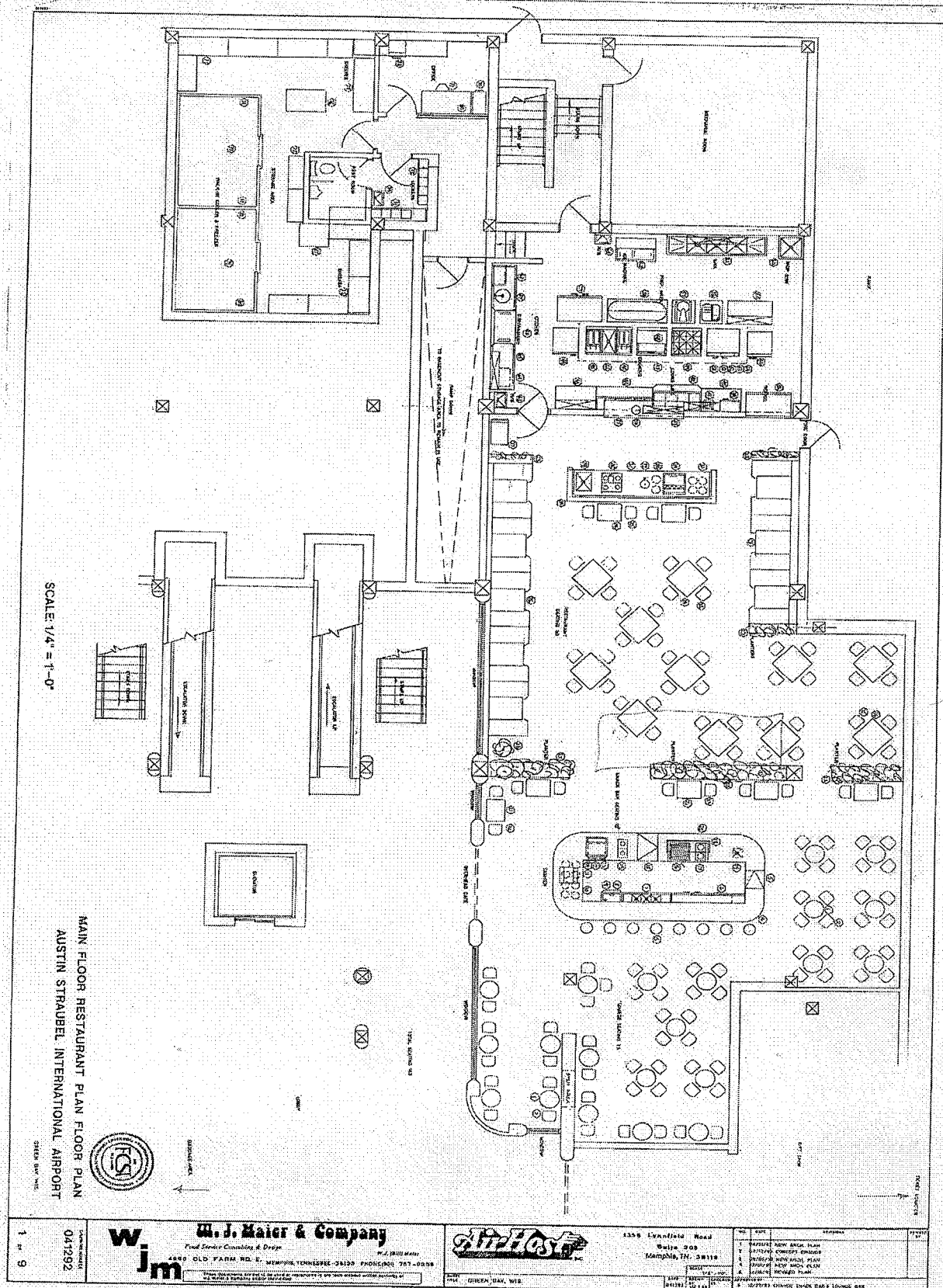
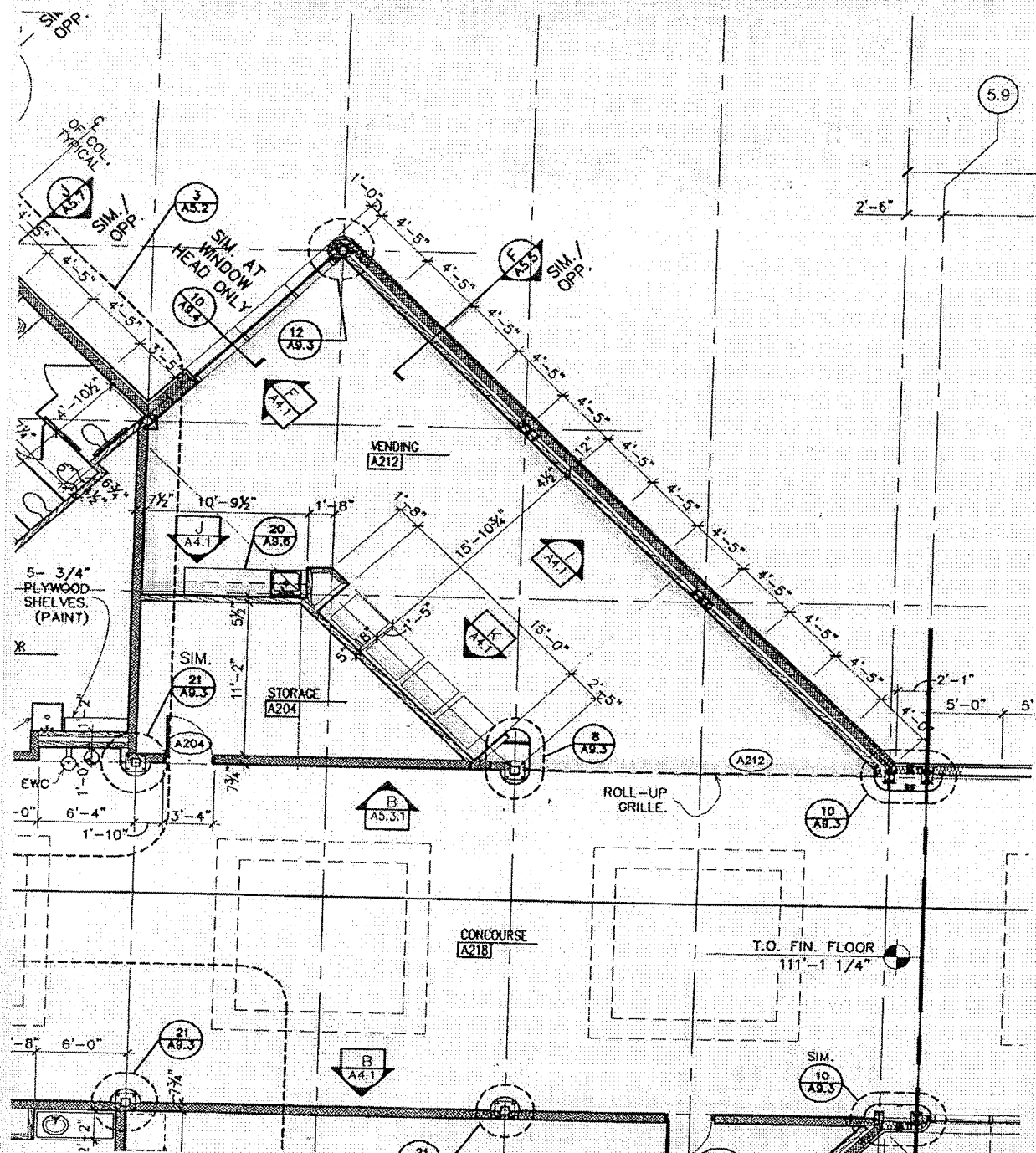


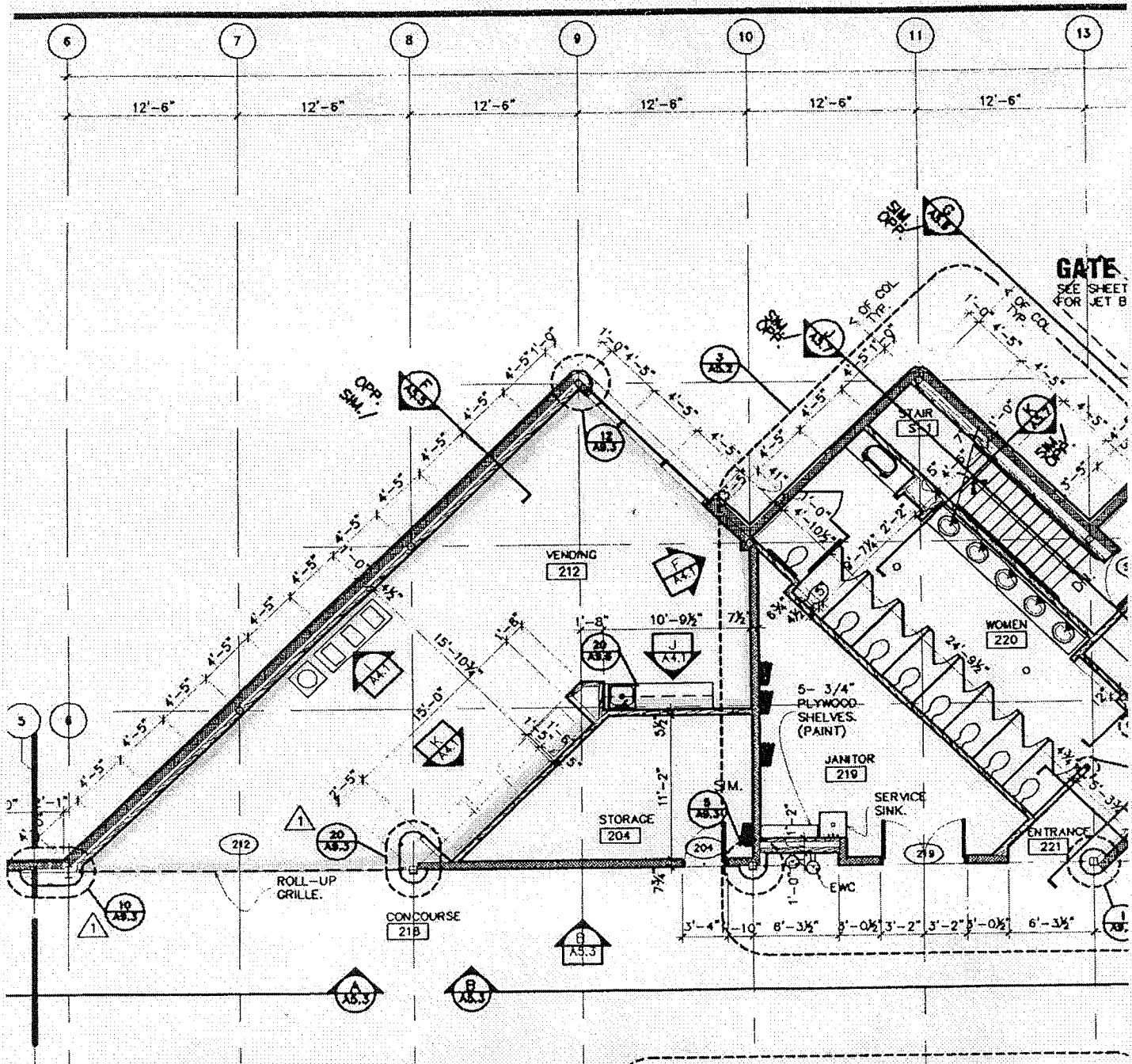
EXHIBIT A

©Copyright 2002
This document, or its
contents, shall not be
reproduced, stored in a
retrieval system, or
transmitted in any form
or by any means, electronic,
mechanical, photocopying,
recording, or by any
information storage and
retrieval system, without
written agreement with
Mead & Hunt, Inc. or
for any unauthorized
third parties.



Concourse A - 847 Sq. Ft.
Concession Space

EXHIBIT B



Concourse B - 847 Sq. Ft.
Concession Space

Exhibit C

EXHIBIT D

AUSTIN STRAUBEL INTERNATIONAL AIRPORT
MONTHLY FOOD AND BEVERAGE REPORTING FORM

Gross Receipts _____ Dollars
(amount in words)

\$ _____
(amount in numbers)

_____ % of Gross Receipts \$ _____

_____ certifies that the total amount of gross
(Name)
receipts earned during the period from _____, 20____, to _____, 20____, as
stated above, are in accordance with the Non-Exclusive Food and Beverage Concession Agreement
entered into on _____, 20____, between _____ and BROWN
COUNTY, and subsequent amendments if any.

(Signature)

(Title)

(Date)

EXHIBIT E

AUSTIN STRAUBEL INTERNATIONAL AIRPORT ACDBE UTILIZATION PLAN ASIA ACDBE - 1

Please provide the information requested below indicating your plan for meeting the Airport's ACDBE participation goal. (Use additional sheets if necessary.)

ACDBE INFORMATION		ESTIMATED % OF ACDBE PARTICIPATION	ACDBE CERTIFIED (Y/N) If not describe status
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			

Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation Attach detailed description of ACDBE involvement)			
TOTAL ACDBE PARTICIPATION		%	

In addition, please provide a detailed description of your plan to achieve the ACDBE participation goal:

- Please describe the scope of involvement by ACDBE enterprises (Must be completed)

EXHIBIT F

SUBMIT QUARTERLY OR WITH ALL
PAYMENT APPLICATIONS FOR MANAGEMENT CONTRACTS

**AUSTIN STRAUBEL INTERNATIONAL AIRPORT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
"ACDBE" UTILIZATION REPORT*
ASIA ACDBE -4**

NAME OF CONCESSIONAIRE _____ TELEPHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD _____

CONTRACT % COMPLETE _____ TOTAL ACDBE \$ AMT _____

TOTAL ACDBE PAYMENT YTD \$ _____ ACDBE % COMPLETE _____ **

AIRPORT PROJECT CONTACT PERSON _____ TEL NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 200 _____ FINAL REPORT: () Yes
() No

List Airport Concession Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub contractors or suppliers in the last period.

NAME OF ACDBE FIRM	\$ AMOUNT PAID	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____

Approved by : _____
(Name & Title)

*Directions for completion of report – see reverse

**If the % ACDBE completion is less than the % contract completion, please attach an explanation as to why the ACDBE requirements are not being met at this time.

DIRECTIONS FOR COMPLETING THE "ACDBE" UTILIZATION REPORT

This report must be submitted quarterly or with each payment application for management contracts.

1. Prime concessionaire's registered company name.
2. Prime concessionaire's business telephone number.
3. Prime concessionaire's business address.
4. City in which prime concessionaire firm is located.
5. State in which prime concessionaire is located.
6. Zip code for prime concessionaire's place of business.
7. Name of Airport Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of revenue expected by the prime concessionaire by the Airport.
10. Total dollar amount of payments to all ACDBE suppliers and service providers to date.
11. Airport Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above Airport representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all ACDBE participants.
15. The name(s) of ACDBE firm(s) which received payment in the preceding month or period.
16. Total dollar amount of the work performed by the listed firm(s).
17. The work or service performed by the listed ACDBE firm(s).
18. The dollar amount of payments made to each ACDBE participant for the period being reported.
19. The total dollar amount paid to each ACDBE participant to date (cumulative). As an example—if the report covers the first payment to an ACDBE, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each ACDBE participant to date.
20. Remaining balance of the amount owed to the listed ACDBE firm(s).
21. Prime concessionaire's staff that actually prepared the report.
22. Prime concessionaire's officer or personnel authorized to review and approve the ACDBE Utilization Report.
23. Please mail this form to: Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

THIS REPORT MUST BE SUBMITTED QUARTERLY. IN THE CASE OF MANAGEMENT CONTRACTS THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION EVEN IF NO ACDBE ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY ACDBE, CALL THE AIRPORT
OFFICE AT (920)498-4800

EXHIBIT G

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ACDBE PAYMENT CERTIFICATION FOR CONCESSION CONTRACTS

ASIA ACDBE -5

This form must be attached to the ACDBE ASIA-4 Quarterly Report by PRIME CONCESSIONAIRE

Contract/Project Title _____

ACDBE Firm: _____

Project No. _____ Project Name: _____

*SECTION (A) ACDBE FIRM COMPLETES IF FULL PAYMENT **HAS** BEEN RECEIVED FOR THE QUARTER

I hereby certify that our firm received \$ _____ payment for goods or serviced provided on the above referenced Austin Straubel International Airport project or contract.

Date _____, 200 _____

*SECTION (B) BOTH PRIME CONCESSIONAIRE AND ACDBE FIRM MUST COMPLETE IF FULL PAYMENT FOR THE QUARTER **HAS NOT** BEEN MADE TO ACDBE FIRM AND A BALANCE REMAINS TO BE PAID.

I hereby certify that our firm has paid to date a total of \$ _____ and will pay the balance of \$ _____ to _____ upon receipt of payment from The Airport for goods or services provided on the above referenced project.

Date _____, 200 _____

(Prime Concessionaire's Signature)

(Print Name & Title)

ACDBE Sub Concessionaire's Signature)

(Print Name & Title)

EXHIBIT M
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
PROJECT #1389

The attached material submitted in response to project #1389 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the bid/proposal document to

be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative Signature _____

Authorized Representative Type or Print _____

Date